

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TEAMSTER:
ALL CLASSIFICATIONS

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA
& VENTURA COUNTIES

SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT

Between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS

And

TEAMSTER JOINT COUNCIL NO. 42

And

TEAMSTER LOCAL UNION NO. 87

Affiliated with the

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

This agreement entered into this first day of July 2003, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., and the Southern California Contractors Association, Inc., on behalf of their respective eligible members, hereinafter referred to as the **CONTRACTORS**; and Joint Council of Teamsters NO. 42 and Teamsters Local Union No. 87, affiliated with the International Brotherhood of Teamsters, who are signatory hereto for themselves and the Local Unions which have jurisdiction over the work hereinafter described, hereinafter referred to as the **UNION**.

Purpose

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

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901.2 All Federal and State safety rules, regulations, orders and decisions shall be binding upon the individual Contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

901.2.1. An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor Management Relations Act of 1974, as amended.

901.3. The individual Contractors shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any local Unions or District Councils are responsible for such implementation or maintenance.

902. PARKING

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

903. DRINKING WATER

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups, and adequate toilet facilities in accordance with California State Law.

904. JOBSITE TRANSPORTATION

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

905. SIGNING OF DOCUMENTS

Workmen and/ or employees shall be required to sign any document required by law and in addition be allowed to sign attendance at safety meetings, sign in/out for sensitive equipment (i.e. air quality testers, radios, mobile phones, pagers, etc.) and sign the acknowledgment of receiving and reading employee handbooks.

1607. Other job related factors being equal, length of service with the Employer shall be the key factor with respect to assignment of equipment and shifts.

1607.1. Length of continuous service with the Employer shall be given consideration prior to laying off an employee provided the employee can perform the work required and provided further the employee has three (3) or more years continuous service with the Employer.

1608. Shorter Day or Week:

When the Union and the Contractors consider and agree that conditions in the industry, in the area covered by this Agreement warrant a shortened workday or workweek, the parties shall jointly give adequate consideration to, and discussion of, such changes; provided, however, that any such changes in the workday or work week shall not be used to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the workday and workweek.

1609. Subsistence:

1609.1. In the subsistence area as hereafter defined in Exhibit "A" subject to the exceptions noted below, subsistence shall be paid at the rate of thirty dollars (\$30.00) per scheduled workday in the green zone. There shall be no pro-rating of subsistence, Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

1609.2 Effective September 1, 2000, there will be a three dollar (\$3.00) per hour differential for the military bases of Vandenberg AFB, Point Arguello, Point Conception, China Lake, Camp Roberts, Edwards AFB, Nebo Marine Ballistic Base (Yermo), Mountain Warfare Training Center, Bridgeport, Fort Irwin, George AFB, Naval Air Facility, El Centro, 29 Palms Marine Base, in lieu of subsistence.

1609.3. Subsistence as provided in Paragraph 1609.1 shall be paid on jobs on the following offshore islands:

Richardson Rock	Santa Barbara Island
Santa Cruz Island	Arch Rock
San Clemente Island	Santa Rosa Island
San Nicholas Island	San Miguel Island
Anacapa Island	(Channel Islands Monument)

1609.4. In the event campsites are established on offshore islands, in lieu of subsistence, they shall be maintained and operated inclusive of all the stipulations set forth below.

1609.5. In lieu of payment of subsistence as detailed above, the Contractor may provide room and board, seven (7) days per week, for his employees, in compliance with California State Law governing camps. When a Contractor intends to establish a camp, as provided in this paragraph, a pre-job conference will be held with the Contractor and the Union at which time the Contractor will outline his plan for said room and board and an understanding will be reached within the framework of California State Law governing camps.

1609.6. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

1610. Reporting Time and Minimum Pay. The employee will furnish the employer with his current address and phone number. Any employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting unless (1) he has been notified before the end of his last preceding shift, not to report; or (2) the employer has notified the employee prior to leaving home not to report. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay, and if more than four (4) hours are worked in any one (1) day, shall receive not less than eight (8) hours' pay, except, however, if after four (4) hours the project or portion thereof is shut down, the employee, or employees, affected by such shut down shall receive pay for the actual hours worked. The employer will attempt to keep as many employees as possible to complete the shift by performing other work covered by this agreement.

With respect to Section 1601.2 any employee who reports for work and for whom work is provided shall receive not less than five (5) hours' pay, and, if more than five (5) hours are worked in any one (1) day, shall receive not less than ten (10) hours' pay, except however, if five (5) hours the project or portion thereof is shut down, the employee, or employees, affected by such shut down shall receive pay for the actual hours worked. The employer will attempt to keep as many employees as possible to complete the shift by performing other work covered by this Agreement.

1610.1. The Contractor may request the employee to remain on the job for the two- (2) hour period referred to above.

1610.2. Non-Payment of Show-up time and Subsistence: Workmen or employees referred under Article II to the Contractor's job who arrive in an unfit condition for work, without proper tools, credentials, or who are not otherwise qualified in accordance with their work referrals shall not be paid show-up time or subsistence.

1610.3 On all short jobs, of five (5) days or less, such as paving, small utility jobs, equipment rental operations, any employee reporting for work and for whom no work is provided shall receive two (2) hours show-up time for so reporting, unless he has been notified prior to the end of his last preceding shift or prior to leaving his home not to report to work. Any employee for whom work is provided shall receive four (4) hours pay and if more than four (4) hours are worked in any one day, shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall receive not less than eight (8) hours pay. When so elected by the contractor to perform work as four (4) consecutive ten (10) hour days, an employee for whom work is provided shall receive five (5) hours pay and if more than five (5) hours are worked in any one day, shall not receive less than eight (8) hours pay, and if more than eight (8) hours are worked in any one day, he shall receive not less than ten (10) hours pay.

1611. When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:

1611.1. If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite shall receive two (2) hours pay and subsistence at the applicable rate.

1611.2. In order to qualify for this two (2) hours pay (and subsistence if applicable) the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives pay unless released sooner by the Employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.

1612. Greasing and Fueling:

On a grease and fueling truck, when an Engineer-Oiler and a Teamster-Oiler work interchangeably servicing trucks and other equipment, the rates and hours shall be identical.

1613. Tools:

Truck repairmen and/or Welders shall furnish their own tools. The following tools, when needed, shall be furnished by the individual employer and shall not be furnished by the employees.

1613.1 Special Tools, such as:

- Pin Presses
- Spanner Wrenches
- Air or Electric Wrenches
- Gear and Bearing Pullers
- Electric Drills
- Reamers
- Saw Blades, Files
- Rasps
- Tap Dies
- Oxy-Acetylene Hoses
- Gauges of all kinds
- Torches and Tips
- Pipe Wrenches - 24 inches and over and Socket Wrenches over 3/4 inch drive
- Torque Wrenches and Welding Machines

1613.2. The Contractor shall furnish a safe and suitable place for the employees to store their tools. The Contractor shall be responsible for the replacement of the employees' tools broken on the job.

1614. Movement of Equipment and Layovers:

When equipment is moved from one construction job to another, or from yard to jobsite, or vice versa, by an employee covered by this Agreement, or when a driver is required to remain away over night away from his assigned base, yard or jobsite, such transportation shall be under the wage scales and conditions of this Agreement and the driver will be paid reasonable expenses incurred on such trip. If the driver does not return in such equipment covered by this Agreement, he will also be given return transportation, or a reasonable allowance therefor, from the point of delivery of the equipment direct to his starting place and pay therefor at the regular straight-time hourly rate for the actual hours spent in traveling. The payments provided in this paragraph shall be in lieu of the subsistence provided in Paragraph 1609 and the driver shall have no claim for travel or subsistence in addition to such payments.

1615. Operation of Equipment Outside Regular Hours:

When equipment is operated before or after shift, or on Saturday, Sundays or holidays, the employee assigned to such equipment during the regular shift shall be offered the overtime work except in the case of immediate emergency.

1616. Employees employed on tunnel work shall be paid fifty cents per hour above the rate of pay for the classification of work in which they may be engaged for all tunnel work. Tunnel work shall be defined as the actual boring, driving and concreting of tunnels.

1617. Sanitation and Safety:

The Contractors and the Union agree that all applicable State and Federal Safety Orders shall be observed by the Contractor and the employees.

1617.1. The Contractor shall be required to furnish suitable shelter to protect employees from falling materials and provide umbrellas on equipment being operated under desert heat conditions and foul weather gear, if required.

1617.2. Heaters will be provided for all Teamster equipment when the outside temperature is below forty (40) degrees Fahrenheit during the shift.

1617.3. Suitable sanitary drinking water and adequate toilet facilities shall be furnished by the Contractor in accordance with California State Law.

1617.4. All equipment with air conditioning shall be maintained in good working order. No employee shall be required to operate any equipment on projects of more than (30) working days duration unless that equipment has an air-conditioned cab when the ambient temperature exceeds 100 degrees Fahrenheit.